

Term Contract

Vendor No.

100002047

Contact

Ashley White

Your reference SP-06-0329

SHAVER FOODS LLC

PO Box 1980

FAYETTEVILLE AR 72702

Contract No. 4600011337

Date

07/31/2006

Contact Howard Nesmith

Telephone 501-371-6055

501-324-9311

Our ref.

Incoterms FOB

DESTINATION

Send Invoice To:

Ship To:

AS SPECIFIED ON AGENCY'S PURCHASE

ORDER

Valid from:

ST

08/04/2006

Valid to:

06/30/2008

REFERENCE TRACKING NUMBER: SP-06-0329

COMMODITY: GROCERIES

CONTRACT TYPE: TERM (OUTLINE AGREEMENT)

CONTRACT PERIOD: AUGUST 4, 2006 through JUNE 30, 2008

* * * ZONE ONE AWARD * * *

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT YOUR AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

VENDOR NAME: Shaver Foods VENDOR PHONE #: 479-442-6340 VENDOR FAX # 479-582-3578

VENDOR E-MAIL ADDRESS: Ashley.white@shaverfoods.com

FEDERAL ID#: 71-0841761

F.O.B.: AS SPECIFIED BY AGENCY PURCHASE ORDER

SUMMARY REPORTS

Awarded vendors will be required to issue a summary report on purchases made by item number, brand, zone, pack/size, quantity, and agencies. This report must be sent to the Office of State Procurement by October 1, 2007 to cover orders placed during the first 12 months of this contract.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer



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A second report, covering orders for the second period of this contract, will be required by October 1, 2008, after contract expiration. Both reports should be sent to the attention of Howard Nesmith, Buyer.

MANDATORY USAGE

This contract is mandatory for the agencies listed in this document and it shall be up to the successful contractors to extend cooperative participation to other state agencies not listed.

QUANTITIES:

Quantities represented herein are estimates only for one (1) year and should not be construed as maximum or minimum requirements. Quantities are accurate to the best of our ability, but do not represent a minimum or maximum requirement. User agency population fluctuations may effect the total requirements for each line item.

SPECIFICATIONS:

Agency receiving personnel shall check all products when delivered and notify the Office of State Procurement, Attn: Howard Nesmith, Buyer if they do not conform to specifications. Arrangements may be made for a State or Federal Inspector to examine the product to verify nonconformance.

Drain weights, minimum weights for the items listed shall conform to those specified in the applicable current federal standard for grade for the product.

PRIVATE LABEL PRODUCTS WILL NOT BE ACCEPTED WHEN SPECIFIC BRANDS HAVE BEEN REQUESTED. PACKER BRAND IS NOT ACCEPTABLE AS SPECIFYING BRAND NAME.

No distressed or salvaged food will be accepted.

All products delivered shall be from the latest season's pack. All products will be delivered in first-class condition. No damaged cans or bags will be accepted. Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

SHELF LIFE OF FOOD:

SIX MONTHS - Powdered milk, dried fruit and vegetables and crackers.

ONE YEAR - Canned condensed meat and vegetable soups, canned fruits, fruit juice and canned vegetables, peanut butter, jelly, nuts.

All other items must have a 60-day shelf life from the time of delivery.

AUTHORIZATION FOR SHIPMENT:

Purchase order from the using agency will authorize shipment. Orders from the agency shall be placed with the vendor seven (7) days prior to the specified delivery date.

PACKAGING/TRANSPORTING:

Products delivered shall be processed and packed in accordance with good commercial practice and shall

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conform to all applicable standards promulgated under the Federal Food, Drug and Cosmetic Act in effect at time of shipment.

Shipping cases shall be plainly marked on one end describing name and brand of product, quantity and weight of cartons.

DELIVERY:

DELIVERY IS F.O.B. DESTINATION PREPAID FREIGHT - INSIDE DELIVERY WITH SEVEN (7) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER OR AS SPECIFIED ON AGENCY PURCHASE ORDER TO VARIOUS FOB POINTS AS LISTED IN BID.

All transportation expenses will be the responsibility of the contractor.

DELIVERY REQUIREMENTS:

The contractor shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency.

Some agency's have special limitations as to truck size, delivery dock and material handling capabilities that must be adhered to. Such special instructions will be indicated on the agency's purchase order. Actual examples of limitations include but are not limited to: Southeast Arkansas Community Corrections, Pine Bluff, AR has no delivery dock; Omega Center, Malvern, AR can not accept trucks larger than 48 foot; Arkansas School for the Blind, Little Rock, AR has no delivery dock, inside delivery location below ground level with very limited usage of elevator.

"Working days" shall be defined as Monday thru Friday of each week exclusive of all official State holidays.

All deliveries must be coordinated with the state agency. Vendors unable to make scheduled deliveries for any reason shall notify recipient agency in advance (preferably 24 hours, if possible) of delivery schedule problems.

All purchase orders received on the last day of the contract must be shipped at the contract price.

Any item listed herein that is not delivered in a timely manner or when delivered does not conform to the requirements of the purchase order, may be purchased on the open market by the using agency. The contract vendor may be charged for any product cost incurred by the state that is in excess of the contracted price.

Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

REIMBURSEMENT FOR DAMAGED (UNUSABLE) PRODUCTS:

All returns, such as dented cans, broken cases or unusable product shall be picked up by the vendor within thirty days. After thirty days the agency may discard product. If replacement or credit is not made within thirty (30) days the credit will be deducted from the vendor's unpaid invoice.

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PRICE ESCALATION:

For the initial contract all prices quoted shall be firm through October 31, 2006.

It should be noted that item(s) price decrease will be expected and accepted at any time during the contract period.

During the term of this contract the opportunity for item(s) price increases will be made available once every 4 months. The vendor must submit a written request for price increases during the time frame as outlined below for their effectiveness date to the Office of State Procurement, Attn: Howard Nesmith, Buyer.

For price changes effective November 1, 2006 through February 28, 2007 requests must be submitted between October 1, 2006 through October 15, 2006.

For price changes effective March 1, 2007 through June 30, 2007 requests must be submitted between February 1, 2007 through February 15, 2007.

For price changes effective July 1, 2007 through October 31, 2007 requests must be submitted between June 1, 2007 through June 15, 2007.

For price changes effective November 1, 2007 through February 28, 2008 requests must be submitted between October 1, 2007 through October 15, 2007.

For price changes effective March 1, 2008 through June 30, 2008 requests must be submitted between February 1, 2008 through February 15, 2008.

Written price increase requests shall be supported by documentary evidence, including manufacturer/broker discounts and charge backs to justify the increase. National commodity pricing and futures provided by independent and industry accepted market report can also be used when documentation includes the bid opening date as a base period. Price increases will be limited to the actual dollar increase per case incurred by the awarded contractor from their supplier or manufacturer. Invoices including manufacturer/broker rebates, discounts and charge backs, both prior and current to date of request, must be submitted to support your price adjustment request.

In the event of a State or National Emergency, Natural Disaster, Weather Phenomenon, State or Federal Executive Order price increase requests will be considered.

Note: Vendors shall not delay or stop deliveries pending price changes. Price changes will be effective on items with an order date after the effectiveness date. The order date is the date of the State issued purchase order to the vendor. Items that have an order date prior to the newest effectiveness date will be invoiced at the current effective price on the date of the purchase order regardless of when delivery is accepted.

The State reserves the right to reject any price adjustment request within 30 days of the request. No further requests for item price increase adjustment shall be considered. If the price change is not acceptable due to any reason, price will then be negotiated with the Office of State Procurement.





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Should the Office of State Procurement refuse to grant a price escalation the Vendor may withdraw a line item bid if the continuance of providing such item is detrimental to the company's operations. In the event a line item is withdrawn, it will remain withdrawn for the full term of this contract. In the event an item being withdrawn is part of an "All or None" grouping the entire grouping may be withdrawn from the requesting Vendor. The Office of State Procurement reserves the right to determine if allowing the Vendor to continue supplying the remaining "All or None" grouping is in the best interest of the State.

THE AGENCIES ARE AS FOLLOWS:

ZONE 1
Arkansas Department of Correction
Warehouse Dist.
7600 Correction Circle
Pine Bluff, AR 71601

Arkansas Health Center 6701 Hwy 67 Benton, AR 72015

Human Development Center Alexander Unit Alexander, AR 72002

School for the Blind 2600 W. Markham Little Rock, AR 72205

School for the Deaf 2400 W. Markham Little Rock, AR 72205

Human Development Center Conway Unit Siebenmorgan Road Conway, AR 72032

Hot Springs Rehab. Center 105 Reserve Hot Springs, AR 71902

Southeast Arkansas Community Correction Ctr. 7301 West 13th Pine Bluff, AR 71602

Central Arkansas



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Community Correction Ctr. 4823 West 7th
Little Rock, AR 72204

Omega Center 104 Walco Lane Malvern, AR 72104

ZONE 2 Human Development Center Booneville Unit Hwy. 116 South Booneville, AR 72927

ZONE 3 Human Development Center 4701 Colony Drive Jonesboro, AR 72401

Northeast Arkansas Community Correction Center 1351 Cyro Road Osceola, AR 72370

ZONE 4 Human Development Center Warren Unit #1 Center Circle Warren, AR 71671

ZONE 5 Human Development Center Arkadelphia Unit Hwy. 390 (Caddo Valley) Arkadelphia, AR 71923

Arkansas Law Enforcement Training Academy East Camden, AR 71701

Southwest Arkansas Community Correction Center 506 Walnut



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Te	exarkana, AR 71854				
Item	Material/Description	Target Qtyl	UM (Jnit Price	Amoun
0010	10124641 Gelatin, Powder, Cherry, 72 oz DCBI, 6/4.5 lbs	950	Case	16.69	\$ 15,855.50
0020	10124642 Gelatin, Powder, Lemon, 72 oz DCBI, 6/4.5 lbs	52	Case	16.69	\$ 867.88
0030	10124643 Gelatin, Powder, Lime, 72 oz DCBI, 6/4.5 lbs	55	Case	16.69	\$ 917.95
0040	10124644 Gelatin, Powder, Orange, 72 oz DCBI, 6/4.5 lbs	893	Case	16.69	\$ 14,904.17
0060	10124646 Gelatin, Powder, Raspberry, 72 oz DCBI, 6/4.5 lbs	846	Case	16.69	\$ 14,119.74
0070	10124647 Beverage, Base, Coloriess, Assorted DCBI, 6/4.5 lbs	972	Case	16.69	\$ 16,222.68
0800	10124652 Coffee, Drip Grind, cans or vacuum bags, Big Lake, 1 lbs	42,000	pound, US	0.97	\$ 40,740.00
0090	10124653 Coffee, Decaffeinated, Ground, Vacuum Ti Big Lake, 1 lbs	10	pound, US	0.97	\$ 9.70
0100	10124664 Tea, Bulk, Sack, 100 - 105 lbs Texas Coffee, 103 lbs	21,200	Case	0.97	\$ 20,564.00
0110	10124676 Beverage, Juice, Apple, Unsweetened, 44 SunPac, 12/46 oz	10,800	Case	10.76	\$ 116,208.00



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Item	Material/Description 10124677 Beverage, Juice, Apple, Unsweetened, 44 SunPac, Clement, 12/46 oz, PLASTIC OR CARTON ONLY	Target Qty	Target QtyUM		Amount
0120		Beverage, Juice, Apple, Unsweetened, 44	1,285	Case	11.49
0130	10124678 Beverage, Juice, Cranberry, 44 - 50 oz SunPac, Clement, 12/46 oz, PLASTIC OR CARTON ONLY	668	Case	11.49	\$ 7,675.32
0140	10124679 Beverage, Juice, Fruit Punch, Sweetened, SunPac, Clement, 12/46 oz, PLASTIC OR CARTON ONLY	625	Case	10.75	\$ 6,718.75
0150	10124680 Beverage, Juice, Grape, 44 - 50 oz SunPac, Clement, 12/46 oz, PLASTIC OR CARTON ONLY	4,348	Case	15.61	\$ 67,872.28
0160	10124681 Beverage, Juice, Grapefruit & Orange, 44 SunPac, 12/46 oz, CANS ONLY	10,800	Case	14.41	\$ 155,628.00
0170	10124682 Beverage, Juice, Grapefruit & Orange, 44 SunPac, Clement, 12/46 oz, PLASTIC OR CARTON ONLY	1	Case	19.38	\$ 19.38
0180	10124683 Beverage, Juice, Grapefruit, 44 - 50 oz SunPac, 12/46 oz, CANS ONLY	10,800	Case	15.39	\$ 166,212.00
0190	10124684 Beverage, Juice, Grapefruit, 44 - 50 oz SunPac, Clement, 12/46 oz, PLASTIC OR CARTON ONLY	411	Case	16.37	\$ 6,728.07
0200	10124685 Beverage, Juice, Orange, 44 - 50 oz SunPac, 12/46 oz, CANS ONLY	10,800	Case	13.72	\$ 148,176.00
0210	10124686 Beverage, Juice, Orange, 44 - 50 oz SunPac, Clement, 12/46 oz, PLASTIC OR CARTON ONLY	1,307	Case	15.43	\$ 20,167.01
0220	10124687 Beverage, Juice, Pineapple, 44 - 50 oz	1,105	Case	13.90	\$ 15,359.50

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Item	Material/Description	Target QtyUM		Unit Price	Amount	
	SunPac, Clement, 12/46 oz, PLASTIC OR CARTON ONLY					
0230	10124688 Beverage, Juice, Prune, 44 - 50 oz SunPac, Clement, 12/46 oz, PLASTIC OR CARTON ONLY	485	Case	21.23	\$ 10,296.55	
0240	10124689 Beverage, Juice, Tomato, 44 - 50 oz - SunPac, Red Gold, 12/46 oz, CANS ONLY	110	Case	8.54	\$ 939.40	
0250	10124690 Beverage, Juice, Tomato, 44 - 50 oz SunPac, Clement, 12/46 oz, PLASTIC OR CARTON ONLY	128	Case	11.10	\$ 1,420.80	
0260	10124691 Beverage, Juice, Vegetable Blend, 44 - 5 V8, Campbells, 12/46 oz, CANS ONLY	15	Case	22.17	\$ 332.55	
0270	10124693 Juice, Lemon, Concentrated, Unsweetened, Clement, 12/32 oz	125	Case	11.15	\$ 1,393.75	
0280	10124695 Cereal, Malt-O-Meal, 24 - 30 oz U S Mills, 12/28 oz	191	Case	21.99	\$ 4,200.09	
0290	10124698 Cereal, Grits, Hominy, 16 - 30 oz Scotts, 24/16 oz, White enriched, Quick-Cooking	1,750	Case	8.65	\$ 15,137.50	
0300	10124700 Breakfast, Cocoa, Butter, 5 lbs Tova, Gel, 6/5 lbs, Min.10-22% Cocoa Fat	60	Case	31.77	\$ 1,906.20	
0310	10124701 Jelly, Apple, Individual, 0.5 oz PPI, Stickney, 200/1/2 oz	25	Case	4.49	\$ 112.25	
0320	10124702 Jelly, Assorted Flavors, Individual, 0.5 Big Lake, 200/1/2 oz	20,621	Case	3.13	\$ 64,543.73	



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Item	Material/Description 10124703 Jelly, Grape, Individual, 0.5 oz PPI, Stickney, 200/1/2 oz	Target Oty	Target QtyUM		Amount	
0330		103	Case	4.49	\$ 462.47	
0340	10124704 Jelly, Peach, Individual, 0.5 oz PPI, Stickney, USF, 200/1/2 oz	17	Case	5.99	\$ 101.83	
0350	10124705 Jelly, Strawberry Preserves, Individual, PPI, Stickney, 200/1/2 oz	159	Case	5.99	\$ 952.41	
0360	10124709 Jelly, Apple, #10 Big Lake, 6/#10	365	Case	18.65	\$ 6,807.25	
0370	10124710 Jelly, Apple-Blackberry, #10 Lawrence, 6/#10	1	Case	33.00	\$ 33.00	
0380	10124711 Jelly, Apricot Preserves, #10 Lawrence, 6/#10	3	Case	59.00	\$ 177.00	
0390	10124712 Jelly, Błackberry, #10 Lawrence, 6/#10	1	Case	42.00	\$ 42.00	
0400	10124713 Jelly, Grape, #10 Big Lake, 6/#10	2,138	Case	18.65	\$ 39,873.70	
0410	10124714 Jelly, Peach Preserves, #10 SB, 6/#10	2	Case	59.00	\$ 118.00	
0420	10124715 Jelly, Plum Jam, #10 SB, 6/#10	1	Case	68.00	\$ 68.00	
0430	10124716 Jelly, Strawberry Preserves, #10	61	Case	46.50	\$ 2,836.50	



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Item	Material/Description Target QtyUM		Unit Price	Amount	
	SB, 6/#10				
0440	10124717 Honey, Individual, 8 - 10 grams DCBI, PPI, Stickney, 200/10 grams	64	Case	6.29	\$ 402.56
0450	10124721 Butter, Peanut, Creamy, 5 - 8 lbs Sessions, Houston, Big Lake, 6/#10	3,211	Case	24.79	\$ 79,600.69
0460	10124722 Butter, Peanut, 5 lbs Sessions, Houston, Big Lake, 5 lb bucket	13	each	4.19	\$ 54.47
0470	10124723 Syrup, Waffle, Maple Flavored Individual PPI, Stickney, 100/1.5 oz	1	Case	3.09	\$ 3.09
0480	10124724 Syrup, Sorgham, 1 gal Guenther, 4/1 gal	17	Case	69.00	\$ 1,173.00
0490	10124725 Syrup, Waffle, Maple Flavored, 1 gal CRW, 4/1 gal	2,948	Case	8.22	\$ 24,232.56
0500	10124752 Catsup, Tomato, 14 - 28 oz Hunts, Heinz, 24/24 oz	206	Case	23.01	\$ 4,740.06
0510	10124756 Sauce, Barbeque, 1 gal Cattlemans, Hunts, KC, Masterpiec, 4/1 gal	2,304	Case	23.29	\$ 53,660.16
0520	10124757 Garvy, Breakfast, Mix, Pepper, 1.5 lbs Tova, 6/1.5 lbs	334	Case	8.75	\$ 2,922.50
0530	10124758 Sauce, Cheese, Ready To Serve, #10 AMPI, 6/#10	194	Case	19.63	\$ 3,808.22



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0540	10124759 Sauce, Cheese, Mix, Dry Powdered, 24 - 3 Tova, 8/27 oz	3,019	Case	17.91	\$ 54,070.29
0550	10124775 Sauce, Worchestershire, 1 gal CRW, 4/1 gal	528	Case	7.94	\$ 4,192.32
0560	10124778 Relish, Pickle, Sweet, 16 -20 oz Kaiser, 12/16 oz	800	Case	14.15	\$ 11,320.00
0570	10124779 Pickles, Dill, Cross-Cut, 32 oz Kaiser, 12/1 qt	101	Case	14.85	\$ 1,499.85
0580	10124780 Pickles, Hamburger Dills, Sliced, 5 gal Big Lake, Kaiser, 5 gal pails	153	each	11.29	\$ 1,727.37
0590	10124789 Olives, Green, Spanish Stuffed, 1 gal Kaiser, Del Sol, 4/1 gal	42	Case	24.49	\$ 1,028.58
0600	10124790 Peppers, Pickled, 1 gal Kaiser, Del Sol, 4/1 gal, Pepperoncini, Banana Peppers, Cherry Peppers, etc.	18	Case	14.50	\$ 261.00
0610	10124791 Peppers, Pickled, Jalapeno, Sliced,1 gal Kaiser, Original, 4/1 gal	24	Case	18.59	\$ 446.16
0620	10124792 Relish, Pickle, Hamburger, Dill, 1 gal Kaiser, 4/1 gal	110	Case	12.39	\$ 1,362.90
0630	10124793 Relish, Pickle, Sweet, 1 gal Big Lake, Kaiser, 4/1 gal	1,256	Case	11.80	\$ 14,820.80

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0640	10124794 Pickles, Whole, Dill, 1 gal Big Lake, Kaiser, 4/1 gal	34	Case	13.47	\$ 457.98
0650	10124795 Pickles, Cross-Cut, Dill, 1 gal Big Lake, Kaiser, 4/1 gal	918	Case	11.28	\$ 10,355.04
0660	10124796 Pickles, Spears, Dill, Kosher, 1 gal Big Lake, Kaiser, 4/1 gal	46	Case	13.47	\$ 619.62
0670	10124797 Pickles, Whole, Sweet, 1 gal Big Lake, Kaiser, 4/1 gal	26	Case	25.21	\$ 655.46
0680	10124798 Pickles, Whole, Midget, Sweet, 1 gal Big Lake, Kaiser, 4/1 gal	73	Case	29.87	\$ 2,180.51
0690	10124815 Potato, Yam Flakes, #10 Ready Reserve, 6/#10	54	Case	115.58	\$ 6,241.32
0700	10124816 Potatoes, White Instant, Granules, #10 Big Lake, IPC, Idaho Supreme, 6/#10	4,212	Case	24.99	\$ 105,257.88
0710	10124820 Rice, 28 - 36 oz DCBI, Producers, Riceland, Big Lake, Tova, CCRM, 15/2 lbs	106	Case	8.47	\$ 897.82
0720	10124821 Rice, Grain, Long, 25 lbs bag Producers, CRMC, Riceland, Big Lake, 25 lbs	8,298	Case	3.99	\$ 33,109.02
0730	10124822 Rice, Grain, Long, Par-Boiled, 25 lbs ba Producers, CRMC, Riceland, Big Lake, 25 lbs	700	Case	5.79	\$ 4,053.00
0740	10124823 Rice, Pilaf, Beef Flavor, 24 - 36 oz	70	Case	16.50	\$ 1,155.00

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Item	Material/Description	Target QtyUM		Unit Price	Amount
	DCBI, Producers, Riceland, Big Lake, CCRM, 6/25 OZ				
0750	10124824 Rice, Pilaf, Chicken Flavor, 24 - 36 oz DCBI, Producers, Riceland, Big Lake, Tova, CCRM, 6/36 oz	34	Case	16.50	\$ 561.00
0760	10124825 Rice, Wild, Original Blend, 24 - 36 oz DCBI, Producers, Riceland, Big Lake, Tova, CCRM, 6/36 oz	51	Case	20.79	\$ 1,060.29
0770	10124828 Vegetables, Dried, Beans, Navy, 10 - 25 Kelly, Browns Best, Big Lake, Peak, Trinidad, 25 lbs	. 1	Case	17.99	\$ 17.99
0780	10124829 Vegetables, Dried, Peas, Blackeyed, 10 - Kelly, Browns Best, Big Lake, Peak, Trinidad, 25 lbs	147	Case	7.47	\$ 1,098.09
0790	10124830 Vegetables, Dried, Beans, Great Northern Kelly, Browns Best, Big Lake, Peak, Trinidad, 25 lbs	1	Case	17.99	\$ 17.99
0800	10124831 Vegetables, Dried, Beans, Limas, Baby, 1 Kelly, Browns Best, Big Lake, Peak, Trinidad, 25 lbs	66	Case	9.61	\$ 634.26
0810	10124832 Vegetables, Dried, Beans, Pintos, 10 - 2 Kelly, Browns Best, Big Lake, Peak, Trinidad, 25 lbs	10,304	Case	4.99	\$ 51,416.96
0820	10124834 Soup, Base, Beef, 16 oz Tova, CRW, 12/16 oz - First Ingredient Must Be Beef	2,290	Case	9.99	\$ 22,877.10
0830	10124835 Soup, Base, Chicken, 16 oz Tova, CRW, 12/16 oz - First Ingredient Must Be Chicken	2,290	Case	9.99	\$ 22,877.10
0840	10124836 Soup, Base, Ham, 16 oz Tova, CRW, 12/16 oz - First Ingredient Must Be Ham	193	Case	13.80	\$ 2,663.40



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0850	10124860 Vegetables, Canned, Beans & Pork Allen, Libby, Veg All, Del Monte, Green Giant, 24/303	200	Case	9.04	\$ 1,808.00
0860	10124861 Vegetables, Canned, Beans, Great Northern Allen, Libby, Veg All, Del Monte, Green Giant, 24/303, Grade A	1	Case	8.79	\$ 8.79
0870	10124862 Vegetables, Canned, Beans, Green, Cut, # Allen, Libby, Veg All, Del Monte, Green Giant, 24/303, Grade A, 3 Sieve	258	Case	8.79	\$ 2,267.82
0880	10124863 Vegetables, Canned, Beans, Pinto, #303 # Allen, Libby, Veg All, Del Monte, Green Giant, 24/303, Grade A	1	Case	8.79	\$ 8.79
0890	10124864 Vegetables, Canned, Carrots, Sliced, #30 Allen, Libby, Veg All, Del Monte, Green Giant, 24/303, Grade A	155	Case	8.79	\$ 1,362.45
0900	10124865 Vegetables, Canned, Early June Peas, #30 Allen, Libby, Veg All, Del Monte, Green Giant, 24/303, Grade A, 3 Sieve	200	Case	10.93	\$ 2,186.00
0910	10124866 Vegetables, Canned, Greens, Mixed Allen, Libby, Veg All, Del Monte, Green Giant, 24/303, Grade A	200	Case	9.80	\$ 1,960.00
0920	10124867 Vegetables, Canned, Peas, Purple Hull, # Allen, Libby, Veg All, Del Monte, Green Giant, 24/303, Grade A	100	Case	9.80	\$ 980.00
0930	10124868 Vegetables, Canned, Spinach, Chopped, #3 Allen, Libby, Veg All, Del Monte, Green Giant, 24/303, Grade A	60	Case	10.30	\$ 618.00
0940	10124869 Vegetables, Canned, Tomato Sauce, #303 Red Gold, Big Lake, CHH, 24/303, Grade A	100	Case	8.12	\$ 812.00

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Item	Material/Description 10124870 Vegetables, Canned, Tomatoes, Whole, Red Gold, Big Lake, CHH, 24/303, Grade A	Target Qtyl	Target QtyUM		Amount
0950		300	Case	9.23	\$ 2,769.00
0960	10124871 Vegetables, Canned, Asparagus, Cut Spear Stokley, Seneca, Big Lake, 6/#10, Grade A	342	Case	50.08	\$ 17,127.36
0970	10124872 Vegetables, Canned, Beans & Pork Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	3,106	Case	10.62	\$ 32,985.72
0980	10124873 Vegetables, Canned, Beans Green Cut, Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A, 3 Sieve	22,326	Case	10.99	\$ 245,362.74
0990	10124874 Vegetables, Canned, Beans Great Northern Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	261	Case	11.12	\$ 2,902.32
1000	10124875 Vegetables, Canned, Beans, Lima Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	152	Case	12.59	\$ 1,913.68
1010	10124876 Vegetables, Canned, Beans, Mexican Style Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	451	Case	12.35	\$ 5,569.85
1020	10124877 Vegetables, Canned, Beans, Pinto, #10 Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	516	Case	10.63	\$ 5,485.08
1030	10124878 Vegetables, Canned, Beans, Wax, Cut, Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A, 3 Sieve	108	Case	15.06	\$ 1,626.48
1040	10124879 Vegetables, Canned, Beets, Crinkle Cut, Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10	107	Case	17.03	\$ 1,822.21

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
1050	10124880 Vegetables, Canned, Beets, Diced, #10 Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10	1	Case	9.64	\$ 9.64
1060	10124881 Vegetables, Canned, Beets, Slice, Medium Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	20,259	Case	10.99	\$ 222,646.41
1070	10124882 Vegetables, Canned, Carrots, Diced, #10 Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	46	Case	10.62	\$ 488.52
1080	10124883 Vegetables, Canned, Carrots, Sliced, #10 Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	20,708	Case	10.89	\$ 225,510.12
1090	10124884 Vegetables, Canned, Chop Suey Vegetables Roland, Allen, Seneca, Lakeside, 6/#10, Grade A	30	Case	11.12	\$ 333.60
1100	10124885 Vegetables, Canned, Chop Suey Vegetables Con Agra, La Choy, Big Lake, 6/#10, Grade A	12	Case	26.42	\$ 317.04
1110	10124886 Vegetables, Canned, Corn, Cream, #10 Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	791	Case	16.15	\$ 12,774.65
1120	10124887 Vegetables, Canned, Corn, Whole Kernel, Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	11,418	Case	11.12	\$ 126,968.16
1130	10124888 Vegetables, Canned, Field Blackeyed, #10 Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	261	Case	11.61	\$ 3,030.21
1140	10124889 Vegetables, Canned, Greens, Mixed, Chopp Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	7,540	Case	12.35	\$ 93,119.00
1150	10124890 Vegetables, Canned, Hominy, White, #10	19	Case	10.88	\$ 206.72

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Item	Material/Description	Target QtyUM		Unit Price	Amount
	Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A				
1160	10124891 Vegetables, Canned, Mixed Vegetables, #1 Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	11,296	Case	11.12	\$ 125,611.52
1170	10124892 Vegetables, Canned, Mushrooms, Pieces & Big Lake, Premium Empress, 6/#10, Grade A	117	Case	23.00	\$ 2,691.00
1180	10124893 Vegetables, Canned, Mustard Greens, Cut Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	1	Case	12.35	\$ 12.35
1190	10124894 Vegetables, Canned, Peas, Crowder, #10 Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	27	Case	13.58	\$ 366.66
1200	10124895 Vegetables, Canned, Peas, Early June, #1 Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A, 3 Sieve	20,832	Case	13.08	\$ 272,482.56
1210	10124896 Vegetables, Canned, Peas, Purple Hull, # Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	100	Case	14.86	\$ 1,486.00
1220	10124897 Vegetables, Canned, Peppers, Diced,Sweet Del Sol, Premium, Big Lake, 6/#10	1,656	Case	18.10	\$ 29,973.60
1230	10124898 Vegetables, Canned, Pimientos, Pieces, # Dunbar, Cannon, Big Lake, Del Sol, Premium, 6/#10, Grade A	134	Case	18.10	\$ 2,425.40
1240	10124899 Vegetables, Canned, Potatoes, Sweet, Pie Allen, Cannon, 6/#10	528	Case	13.88	\$ 7,328.64
1250	10124900 Vegetables, Canned, Potatoes, White, Sliced Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10	262	Case	11.12	\$ 2,913.44

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Item	Material/Description	Target Qty	Target QtyUM		Amount
1260	10124901 Vegetables, Canned, Potatoes, White, Whole Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	33	Case	12.85	\$ 424.05
1270	10124902 Vegetables, Canned, Pumpkin, Solid Pack Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	74	Case	24.50	\$ 1,813.00
1280	10124903 Vegetables, Canned, Beans, Red Kidney Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	72	Case	10.62	\$ 764.64
1290	10124904 Vegetables, Canned, Beans, Refried Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10	151	Case	16.05	\$ 2,423.55
1300	10124905 Vegetables, Canned, Sauerkraut, Shredded Veg All, Great Lakes, Sliver Floss, 6/#10, Grade A	236	Case	13.25	\$ 3,127.00
1310	10124906 Vegetables, Canned, Spinach, Chopped Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	20,465	Case	13.08	\$ 267,682.20
1320	10124907 Vegetables, Canned, Spinach, Whole Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	100	Case	13.08	\$ 1,308.00
1330	10124908 Vegetables, Canned, Squash, Yellow Summer Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	20,306	Case	17.99	\$ 365,304.94
1340	10124909 Vegetables, Canned, Turnip Greens Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	182	Case	12.35	\$ 2,247.70
1350	10124910 Vegetables, Canned, Vegetables, For Stew Allen, Libby, Veg All, Chefs Best, Lakeside, 6/#10, Grade A	306	Case	11.12	\$ 3,402.72
1360	10124911 Vegetables, Canned, Tomato Paste	276	Case	16.99	\$ 4,689.24

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ltem	Material/Description	Target Qty	UM	Unit Price	Amount
	CHH, Red Gold, Big Lake, Rotel, 6/#10, Grade A, Medium Concentrate				
1370	10124912 Vegetables, Canned, Tomato Sauce CHH, Red Gold, Big Lake, Rotel, 6/#10, Grade A	10,945	Case	10.57	\$ 115,688.65
1380	10124913 Vegetables, Canned, Tomatoes, Diced CHH, Red Gold, Big Lake, Rotel, 6/#10, Grade A	767	Case	10.57	\$ 8,107.19
1390	10124914 Vegetables, Canned, Tomatoes, Whole CHH, Red Gold, Big Lake, Rotel, 6/#10, Grade A	15,150	Case	10.86	\$ 164,529.00
1400	10124915 Vegetables, Canned, Tomatoes, Crushed CHH, Red Gold, Big Lake, Rotel, 6/#10, Grade A	46	Case	11.08	\$ 509.68
1410	10124921 Canned, Cube Beef, In Beef Broth Bumble Bee, 6/#10	6,614	Case	50.99	\$ 337,247.86
1420	10124923 Canned, Seafood, Tuna, Light Meat, Water Bumble Bee, Empress, Big Lake, Premiun, 6/66.5 oz	6,383	Case	27.14	\$ 173,234.62
1430	10124945 Canned, Fruit, Apples, Slices, In Light Bumble Bee, Empress, Big Lake, Premiun, 24/15 oz	10,000	Case	9.11	\$ 91,100.00
1440	10124932 Canned, Fruit, Cherries, Maraschino, Red Eden, Dells, 6/ 1/2 gal	50	Case	31.49	\$ 1,574.50
1450	10124942 Canned, Fruit, Apple, Rings, Red Spiced Knouse, 6/#10	10	Case	25.78	\$ 257.80
1460	10124943 Canned, Fruit, Apples, Baked, Whole Knouse, 6/#10	532	Case	33.86	\$ 18,013.52

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Item	Material/Description	Target Qty	Target QtyUM		Amount
1470	10124944 Canned, Fruit, Apples, Slices Big Lake, 6/#10	69	Case	14.18	\$ 978.42
1480	10124945 Canned, Fruit, Apples, Slices, In Light Big Lake, 6/#10	500	Case	14.85	\$ 7,425.00
1490	10124946 Canned, Fruit, Applesauce Big Lake, 6/#10	846	Case	12.83	\$ 10,854.18
1500	10124947 Canned, Fruit, Apricots, Halves, Unpeele Big Lake, 6/#10	86	Case	21.13	\$ 1,817.18
1510	10124948 Canned, Fruit, Cherries, Red Sour, Water Burnette, Big Lake, Cherry, 6/#10	136	Case	38.24	\$ 5,200.64
1520	10124949 Canned, Fruit, Cherries, Sweet, Pitted Oregon, Big Lake, 6/#10	4	Case	47.50	\$ 190.00
1530	10124950 Canned, Fruit,Sauce,Cranberry Jellied Rubykist, SunPac, 6/#10	906	Case	23.96	\$ 21,707.76
1540	10124951 Canned, Fruit, Cocktail, Light Syrup Big Lake, 6/#10	643	Case	19.18	\$ 12,332.74
1550	10124952 Canned, Fruit, For Salad Big Lake, 6/#10	326	Case	19.18	\$ 6,252.68
1560	10124953 Canned, Fruit, Oranges, Mandarin Big Lake, 6/#10	75	Case	13.18	\$ 988.50
1570	10124954 Canned, Fruit, Peaches, Cling, Yellow	150	Case	14.90	\$ 2,235.00

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Item	Material/Description	Target Otyl	JM	Unit Price	Amount
	Big Lake, 6/#10				
1580	10124955 Canned,Fruit, Peaches, Cling,Yellow Big Lake, 6/#10	626	Case	15.85	\$ 9,922.10
1590	10124956 Canned,Fruit,Peaches,Cling,Yellow, Slice Big Lake, 6/#10	336	Case	15.26	\$ 5,127.36
1600	10124957 Canned,Fruit Pears Bartlett Halves Big Lake, 6/#10	618	Case	13.93	\$ 8,608.74
1610	10124958 Canned, Fruit, Pears, Diced Big Lake, 6/#10	1	Case	13.52	\$ 13.52
1620	10124959 Canned, Fruit, Pears, Diced, Light Syrup Big Lake, 6/#10	3	Case	13.52	\$ 40.56
1630	10124960 Canned, Fruit, Pineapple Sliced, Whole Big Lake, 6/#10, US Grade A	290	Case	13.19	\$ 3,825.10
1640	10124961 Canned,Fruit,Pineapple,Chunks,Unsweet Big Lake, 6/#10, US Grade A	478	Case	13.09	\$ 6,257.02
1650	10124962 Canned, Fruit, Pineapple, Crushed, Coarse Big Lake, 6/#10, US Grade A	704	Case	11.67	\$ 8,215.68
1660	10124963 Canned, Fruit, Tropical Salad Big Lake, 6/#10	14	Case	14.27	\$ 199.78
1670	10124983 Puddings, Bananna State, 6/#10	220	Case	15.55	\$ 3,421.00



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Item	Material/Description	Target Qty	UM	Unit Price	Amount	
1680	10124984 Puddings, Butterscotch State, 6/#10	Puddings, Butterscotch	2	Case	15.55	\$ 31.10
1690	10124985 Puddings, Chocolate State, 6/#10	228	Case	13.20	\$ 3,009.60	
1700	10124986 Puddings, Lemon State, 6/#10	2	Case	15.55	\$ 31.10	
1710	10124987 Puddings, Vanilla State, 6/#10	296	Case	13.20	\$ 3,907.20	
1720	10125032 Powder, Baking, 5 lbs Spauda, 6/5 lbs, Bag or Box	231	Case	15.09	\$ 3,485.79	
1730	10125033 Soda, Baking, 16 - 28 oz La Monita, 24/1 lb	457	Case	10.32	\$ 4,716.24	
1740	10125038 Cocoa, 100% Gel, Tova, 6/5 lbs	190	Case	34.52	\$ 6,558.80	
1750	10125040 Corn, Meal, White No.1 ADM, Bunge, Scotts, 25 lbs	12	Case	4.95	\$ 59.40	
1760	10125044 Corn, Meal, Yellow No.1 ADM, Bunge, Scotts, 25 lbs	5,468	Case	3.75	\$ 20,505.00	
1770	10125041 Corn, Meal, 2 - 5 lbs ADM, Bunge, Scotts, 8/5 lbs	102	Case	6.52	\$ 665.04	
1780	10125042 Corn, Starch	104	Case	9.56	\$ 994.24	

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item	Material/Description	otion Target QtyUM		nit Price	Amount	
	Hartford, 24/1 lb					
1790	10125048 Vegetable, Dehydrated, Onion Flakes Fleishman, SAF, 12/2 lbs	1,069	Case	36.69	\$ 39,221.61	
1800	10125051 Extract, Vanilla, Imitation CRW, Flavor Estates, 1 gal	5,661	gallon, US	2.27	\$ 12,850.47	
1810	10125052 Extract, Vanilla, Pure CRW, Flavor Estates, 1 gal	82	gallon, US	3.99	\$ 327.18	
1820	10125053 Flour, All Purpose ConAgra, Milner, Progressive, 8/5 lbs	800	pound, US	8.83	\$ 7,064.00	
1830	10125054 Flour, General Purpose, Enriched, Bleach ConAgra, Milner, Progressive, 25 lbs	4,778	Case	5.07	\$ 24,224.46	
1840	10125060 Flour, Wheat, Whole, Enriched ConAgra, Milner, Progressive, 10 lbs	36	Case	6.50	\$ 234.00	
1850	10125078 Sugar, Brown, Light Domino, Imperial, Michigan, Western, 25 lbs	3,411	Case	12.00	\$ 40,932.00	
1860	10125079 Sugar, Brown, Light 16 Domino, Imperial, Michigan, Western, 24/1 lb	197	Case	14.81	\$ 2,917.57	
1870	10125080 Sugar, Confectioners, 25 lbs Domino, Imperial, Michigan, Western, 25 lbs	3,576	Case	11.51	\$ 41,159.76	
1880	10125081 Sugar, Confectioners, 16 - 32 oz Domino, Imperial, Michigan, Western, 24/1 lbs	192	Case	14.87	\$ 2,855.04	



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item	Material/Description	Target Otyl	JM	Unit Price	Amount
1890	10125082 Sugar, Granulated, 5 - 10 lbs Domino, Imperial, Michigan, Western, 8/5 lbs	400	Case	16.35	\$ 6,540.00
1900	10125083 Sugar, Cane, Granulated, 25 lbs Domino, Imperial, Michigan, Western, 25 lbs	36,496	Case	10.19	\$ 371,894.24
1910	10125113 Oil, Vegetable, Compound, Hydrogenated ADM, Ventura, Cargill, Big Lake, 50 lbs	15,200	Case	16.62	\$ 252,624.00
1920	10125114 Oil, Vegetable, Pure, 1 gal ADM, Ventura, Cargill, Big Lake, 6/1 gal	6,925	Case	18.39	\$ 127,350.75
1930	10125116 Oil, Frying, Liquid, 35 lbs ADM, Ventura, Cargill, Big Lake, 35 lbs	300	Case	11.99	\$ 3,597.00
1940	10125119 Spices, Salt, Table, Granulated Tru Flo, 24/26 oz, Must Have Shaker/Pour Tops, Plastic Bags Are Not Acceptable.	794	Case	7.47	\$ 5,931.18
1950	10125121 Spices, Salt, Iodized, 25 - 50 lbs bag Spice Plus, 80 lbs	1,500	Case	5.29	\$ 7,935.00
1960	10125122 Spices, Pepper, Black, Ground, Pure Gel, Tova, 5 lbs	30,647	Case	1.44	\$ 44,131.68
1970	10125123 Spices, salt, Seasoned, Containing MSG Gel, Tova, 5 lbs	2,094	Case	7.68	\$ 16,081.92
1980	10125124 Spices, Mix, Seasoning, Taco, 4 - 5 lbs Gel, Tova, 5 lbs	30	Case	0.91	\$ 27.30



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Item	Material/Description	Target Qtyl	Target QtyUM		Amount	
1990	O 10125167 Dietetic Foods, Jelly, Assorted Flavors Stickney, PPI, 200/ 1/2 oz, Must Be 1/2 oz, No Substitute On Package Size	382	Case	4.22	\$ 1,612.04	
2000	10125173 Dietetic Foods, Apples, Slices Big Lake, 6/#10, Apples, Slices in Unsweetened Juices Of Other Fruit, Carbo-Trol Or Equal - Must Meet Federal Specifications For Product. iDietetic Foods Shall Be Without Salt Or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	29	Case	16.35	\$ 474.15	
2010	10125174 Dietetic Foods, Applesauce Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	500	Case	13.66	\$ 6,830.00	
2020	10125175 Dietetic Foods, Apricot Halves Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	1	Case	22.49	\$ 22.49	
2030	10125176 Dietetic Foods, Blueberries Oregon Fruit, 6/#10, In Unsweetened Juices Of Other Fruit, Carbo-Trol Or Equal - Must Meet Federal Specifications For Product. Dietetic Foods Shall Be Without Salt Or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	1	Case	53.79	\$ 53.79	
2040	10125177 Dietetic Foods, Cherries Knouse, 6/#10, Royal Anne, Pitted, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	32	Case	58.04	\$ 1,857.28	
2050	10125178 Dietetic Foods, Fruit Cocktail Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall	76	Case	20.41	\$ 1,551.16	

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Item	Material/Description	Target Qty	UM	Unit Price	Amount	
2060	10125179 Dietetic Foods, Peach Halves Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	1	Case	16.24	\$ 16.24	
2070	10125180 Dietetic Foods, Peach Slices Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	124	Case	16.24	\$ 2,013.76	
2080	10125181 Dietetic Foods, Pears, Diced Big Lake, 6/#10, In Unsweetened Juices Of Other Fruit, Carbo-Trol Or Equal - Must Meet Federal Specifications For Product. Dietetic Foods Shall Be Without Salt Or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	64	Case	15.06	\$ 963.84	
2090	10125182 Dietetic Foods, Pear Halves Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	74	Case	14.59	\$ 1,079.66	
2100	10125183 Dietetic Foods, Fruit Cocktail Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type LABEL NEEDS TO STATE KOSHER	15,000	Case	18.98	\$ 284,700.00	
2110	10125184 Dietetic Foods, Pear Halves Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type LABEL NEEDS TO STATE KOSHER	15,000	Case	13.40	\$ 201,000.00	
2120	10125185 Dietetic Foods, Apples, Slices Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added, Labels Shall	15,000	Case	14.30	\$ 214,500.00	

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ltem	Material/Description	Target QtyUM		Unit Price	Amount
	Indicate That The Products Are The Dietetic Type LABEL NEEDS TO STATE KOSHER				
2130	10125186 Dietetic Foods, Peach Slices Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type LABEL NEEDS TO STATE KOSHER	18,000	Case	14.99	\$ 269,820.00
2140	10125188 Dietetic Foods, Applesauce Big Lake, 6/#10, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type LABEL NEEDS TO STATE KOSHER	15,000	Case	11.59	\$ 173,850.00
2150	10125214 Vinegar, Distilled Woeber, Kaiser, 1 gal	9,656	Case	1.15	\$ 11,104.40
2160	10124645 Gelatin, Powder, Peach, 72 oz	88	Case	19.86	\$ 1,747.68

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

- 1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
- 2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
- 3. DISCOUNTS: All cash discounts offered will be taken if earned.
- 4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
- 5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
- 6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free

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from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

- 7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
- 8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
- 9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
- 10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
- 13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
- 14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
- 15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or



Term Contract

Vendor No. 100002047 Contact Ashley White Your reference SP-06-0329 Contract No. 4600011337 Date 4600011337

Our reference ST

developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.